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Gwendolyn Leah Dyson as  
Administrator of the Estate of  
John Leonard Coleman*

**UNITED STATES DISTRICT COURT  
DISTRICT OF NEVADA**

PRIMERICA LIFE INSURANCE  
COMPANY, a foreign corporation,

Plaintiff,

v.

KAREN V. AGUILAR, an individual;  
GWENDOLYN LEAH DYSON, as  
Administrator of the Estate of John Leonard  
Coleman; AMERICAN FUNERAL  
FINANCIAL, LLC, a South Carolina limited  
liability corporation, and DOES 1-10,

Defendants.

Case No. 2:20-cv-00121-JAD-BNW

**STIPULATION AND ORDER TO  
APPROVE SETTLEMENT AND  
DISTRIBUTION OF INTERPLEADER  
PROCEEDS**

ECF No. 68

Defendants Gwendolyn Leah Dyson (“Dyson”), Karen V. Aguilar (“Aguilar”), and American Funeral Financial LLC (“AFF,” and together with Dyson and Aguilar, the “Parties”) hereby stipulate and agree as follows:

**RECITALS**

1. The Court presently holds insurance proceeds totaling \$415,536 (the “Proceeds”) which constitute a death benefit on the life of John Leonard Coleman (the “Decedent”).

2. Dyson is the Decedent’s mother and the appointed personal representative of the Decedent’s estate matter filed in the Eighth Judicial District Court, Clark County, Nevada Case No. P-18-097542-E (the “Estate Matter”).

3. Each of the Parties have a claim to some or all of the Proceeds.

1           4.       On November 15, 2021, the Parties attended a Court ordered settlement conference at  
2 which the Honorable Magistrate Judge Brenda Weksler presided.

3           5.       The Parties reached a settlement (the “Settlement”) at the settlement conference and the  
4 terms of such agreement were memorialized in an email sent to Magistrate Walker on November 15,  
5 2021 at 3:46 pm, Pacific Time.

6           6.       A copy of the body of the November 15<sup>th</sup> email which contains all the relevant and  
7 material terms of the Settlement is pasted below (the “Settlement Terms”):

8           Karen Aguilar (“Karen”) and The Estate of John Leonard Coleman, by and through its  
9 special administrator, Gwen Dyson (the “Estate,” and together with Karen, the “Parties”) have agreed to split the funds totally approximately \$415,536 (the “Insurance Proceeds”) currently held with the clerk of the court for the Federal District Court of Nevada as follows: (1) \$174,000 shall be distributed to Karen, and (2) the remainder of Insurance Proceeds will be distributed to the Estate.

12           The Parties acknowledge that a separate agreement has been entered into between the  
13 Estate and the funeral home (AFF) which provided services for the decedent’s funeral. The  
14 Parties agree that the Estate is solely responsible (i.e., this obligation will not reduce  
15 Karen’s \$174,000) to satisfy any and all amounts owed to the funeral home under the  
16 separate agreement, or otherwise. The amount the Estate will pay the funeral home is  
approximately \$42,555 and the proceeds of this settlement to Karen reflect her equal  
contribution to those costs. The Estate will therefore indemnify Karen from any action that  
could be possibly taken against Karen.

17           The Parties further acknowledge that there are certain expenses and debts of the Estate (e.g.  
18 costs of administration, creditor claims, etc.) and the Parties agree that these expenses,  
19 which the Estate estimates to be currently approximately \$23,045, will be the obligation of  
20 the Estate alone (i.e. these obligations will not reduce Karen’s \$174,000) and that the  
21 settlement to Karen reflects her equal contribution to those costs so far as they are incurred  
22 as of this date. The Parties further agree that each party shall bear their own attorneys’ fee  
and costs in relation to their dispute over the Insurance Proceeds. The Parties further agree  
that each party shall release any and all claims they have, or may have, to the Insurance  
Proceeds except for those rights created under this agreement.

23           The Parties further agree that they will work together to submit a stipulation and order  
24 (“SAO”) for submission in the federal interpleader action which approves the Parties’  
25 settlement and allows the release of the Insurance Funds as soon as probate court approval  
26 is provided. Such SAO shall be prepared and filed within ten (10) days of this settlement  
27 (November 15, 2021), and shall include AFF as a signatory and recipient of the \$42,555  
owed to it. Simultaneously with the submission of the SAO in the interpleader action, the  
Estate will cause a similar stipulation and order in the probate matter to be submitted (AFF  
and Karen will not be signatories on the same) which seeks approval of the settlement (the

“Probate SAO”). Upon entry of the Probate SAO, the federal court will then be authorized to release the Insurance Proceeds in accordance with the Parties’ settlement terms outlined in the SAO.

The Parties further agree that the provisions and terms set forth herein are the material provisions required for settlement of the Parties’ dispute regarding the Insurance Proceeds and will be binding on the Parties regardless of whether a more complete settlement agreement is executed between the Parties.

7. Pursuant to the Settlement Terms, the Proceeds are to be split as follows: (1) \$174,000 to Aguilar, (2) 42,555 to AFF, and (3) \$198,981 to Dyson (in her capacity as personal representative).

8. Pursuant to the Settlement Terms, the Proceeds cannot be distributed until approval from the court overseeing the Estate Matter. This approval is to be sought via stipulation and order (the “Probate SAO”).

9. Simultaneously with the submission of this stipulation, Dyson has caused the Probate SAO to be submitted in the Estate Matter.

### **STIPULATION**

10. The above recitals are adopted as part of this stipulation.

11. The Settlement and the Settlement Terms should be adopted by this Court.

12. The Proceeds should be split in accordance with the Settlement Terms—i.e., \$174,000 to Aguilar, \$42,555 to AFF, and \$198,981 to Dyson (the “Distributions”).

13. The Distributions should be made immediately to the Parties’ respective counsel after proof of entry of the Probate SAO has been filed with this Court.

### **IT IS SO STIPULATED.**

Dated 12-15-2021

Dated 12-15-2021

*/s/ Matthew W. Park,*

*/s/ Lisa Rasmussen*

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1 Dated 12-15-2021

2 /s/ Sarah J. Odia

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10 *Cross-Claimant,*  
11 *American Funeral Financial, LLC*

12 **ORDER**

13 **Good cause appearing, IT IS HEREBY ORDERED that the Stipulation to Approve the**  
14 **Settlement and Distribution of Interpleader Proceeds [ECF No. 68] is GRANTED.**

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16 \_\_\_\_\_  
17 UNITED STATES DISTRICT COURT JUDGE

18 DATED: 12-21-21  
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